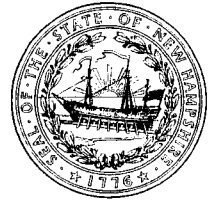




The State of New Hampshire
Department of Environmental Services



Michael P. Nolin
Commissioner

September 5, 2006

Sherwood Forest Manufactured Homes, Inc.
Attn: Daniel Britton
317 Sherwood Forest
Exeter, NH 03833

Re: Docket No. AF 05-070 – Motion to Accept Settlement Agreement

Dear Mr. Britton:

Enclosed for your records is a copy of the fully executed and accepted Motion to Accept Settlement Agreement in the above-captioned matter.

On behalf of the Department of Environmental Services, thank you for your cooperation in resolving this matter.

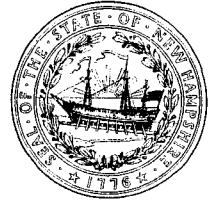
Sincerely,

COPY
Michael J. Slafani,
Legal Assistant

cc: Michael J. Walls, DES Assistant Commissioner
Harry T. Stewart, P.E., Director, Water Division
Jennifer J. Patterson, NH DOJ
Gretchen R. Hamel, Administrator, DES Legal Unit
Kerry D. Barnsley, Compliance Attorney, DES Legal Unit
DES Public Information Officer
George Berlandi, DES WD
Stergios Spanos, DES WD
Joy Hilton, EPA Enforcement



The State of New Hampshire
Department of Environmental Services



Michael P. Nolin
Commissioner

Sherwood Forest Manufactured Homes, Inc.
Attention: Daniel Britton, Vice President
317 Sherwood Forest
Exeter, NH 03833

Re: Sherwood Forest Mobile Homes
Exeter, NH

ADMINISTRATIVE FINE
No. AF 05-070

MOTION TO ACCEPT SETTLEMENT AGREEMENT

NOW COME the Department of Environmental Services, Water Division ("the Division") and Sherwood Forest Manufactured Homes, Inc. ("Sherwood Forest"), parties to the above-captioned matter, and stipulate to the following:

1. Pursuant to RSA 485-A:13 and related sections, DES regulates the discharge of pollutants to surface waters under a permit system. As part of this program, the Commissioner of DES has adopted Env-Ws 401-405 relating to permits and has adopted Env-Ws 1700 to establish water quality standards for the state's waters.
2. Sherwood Forest owns and operates the sewerage system ("the System") at the mobile home community in Exeter, New Hampshire known as Sherwood Forest Mobile Homes, and is responsible for the System and the sewage it conveys.
3. On August 1, 2005, the Division issued Notice of Proposed Administrative Fine No. AF 05-070 ("the Notice") to Sherwood Forest, seeking fines totaling \$8,000 for violations of RSA 485-A:13 and related sections.
4. Specifically, the Notice cited Sherwood Forest for violating RSA 485-A:13, I(a) by discharging sewage to a surface water of the State without a written permit from DES, on two separate occasions. For these violations, Env-C 603.05(a) specifies a fine of \$2,000 per 5,000 gallons or portion thereof discharged or \$2,000 per hour or portion thereof that the sewage or other wastes are discharged, whichever is greater. For the discharge events of June 27, 2005 and July 4, 2005, the Division sought a fine of \$4,000 for each event.
5. In order to settle this matter, the Division and Sherwood Forest have agreed to the terms of this Settlement Agreement ("Agreement"), as set forth herein.
6. Sherwood Forest agrees to pay \$4,000 upon execution of this Agreement by an authorized representative Sherwood Forest.

7. Payment under Paragraph 6 shall be paid by certified check made payable to: "Treasurer, State of New Hampshire" and mailed to:

Department of Environmental Services - Legal Unit
Attn: Michael Sclafani, Legal Assistant
P.O. Box 95
Concord, NH 03302-0095

8. If any payment is made by check or money order that is returned due to insufficient funds, pursuant to NH RSA 6:11-a, DES may charge a fee in the amount of 5% of the face amount of the check or money order or \$25.00, whichever is greater, plus all protest and bank fees, in addition to the amount of the check or money order, to cover the costs of collection.

9. By executing this Agreement, Sherwood Forest waives its right to a hearing on or any appeal of the administrative fines identified in the Notice, and agrees that this Agreement may be entered into and enforced by a court of competent jurisdiction.

10. The effective date of this Agreement will be the date on which it is signed by an authorized representative of Sherwood Forest, the Director of the Water Division, and the Commissioner of DES. After that date, this Agreement may be amended only by written agreement signed by both parties and the Commissioner. Any such amendment will become effective on the date on which it has been accepted by the Commissioner.

11. No failure by DES to enforce any provision of this Agreement after any breach or default will be deemed as a waiver of its rights with regard to that breach or default, nor will such failures be construed as a waiver of the right to enforce each and all provisions of this Agreement on any further breach or default.

WHEREFORE, the parties respectfully request the Commissioner to accept the terms of this Agreement by granting this Motion.

Respectfully submitted,

Sherwood Forest Manufactured Homes, Inc.

Date

8/15/06

COPY

By: _____
Duly Authorized

DES Water Division

COPY

Harry T. Stewart, P.E., Director
Water Division

This Motion to Accept Settlement agreement is granted this 5th day of September 2006.

COPY

Michael P. Naim, Commissioner
Department of Environmental Services

cc: Michael J. Walls, DES Assistant Commissioner
Jennifer J. Patterson, Sr. Asst. Attorney General, NHDOJ/EPB
Public Information Officer, DES PIP Office
Stergios Spanos, WWEB Compliance and Enforcement Subsection
George Berlandi, Supervisor, WWEB Permits and Compliance Section
Joy Hilton, EPA Enforcement
cc: Gretchen Hamel, DES Legal Unit Administrator